

KNOW ALL MEN BY THESE PRESENTS, That Evan L. Scott and Joan M. Scott,
husband and wife

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Dan Paul Brown and Debbie L. Brown, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:
The Southeasterly 96.5 feet of Tract 6 of HOMEDALE, Klamath County, Oregon.
Subject, however, to the following:
1. The premises, to the following:
powers, including the power of assessment, of South Suburban Sanitary District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Enterprise Irrigation District.
3. An easement created by instrument, including the terms and provisions thereof, Dated: June 23, 1936, Recorded: October 10, 1936 in Volume 107, page 315, Deed Records of Klamath County, Oregon. In favor of: The California Oregon Power Company, For: Transmission and distribution lines - water lines (Affects: Easterly, feet).
4. Reservations as contained in instrument recorded February 18, 1939 in Volume 120, page 391, Deed Records of Klamath County, Oregon, to-wit: "Subject to right-of-way easement along the boundary lines for domestic water pipes to the California Oregon Power Company."
5. The grantors reserve the right to enter upon and construct and maintain ditches and canals and pipelines for irrigation and domestic purposes and divert irrigation water over and across above described property so that adjoining properties may obtain the use of the irrigation and domestic waters.

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$26,500.00.
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 24 day of November, 1975, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON,
County of Klamath } ss.
November 24, 1975

Personally appeared the above named Evan L. Scott and Joan M. Scott,
husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires 2-3-79

Evan L. Scott
Joan M. Scott
STATE OF OREGON, County of Klamath } ss.
November 24, 1975
Personally appeared

and each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

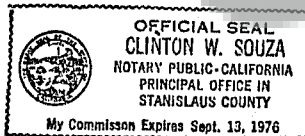
Before me:
Notary Public for Oregon
My commission expires:

STATE OF CALIFORNIA,

County of Stanislaus } ss.
On this 24th day of November, 1975, in the year one thousand nine hundred and Seventy Five, before me, Clinton W. Souza, a Notary Public, State of California, duly commissioned and sworn, personally appeared * * * Evan L. Scott & Joan M. Scott * * * * *

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Modesto County of Stanislaus the day and year in this certificate first above written.

Clinton W. Souza
My Commission Expires September 13, 1976
Notary Public, State of California.



15021

Order No. MTC#1277

AFFIDAVIT

STATE OF OREGON)
COUNTY OF Klamath) ss

I, Evan L. Scott and Joan M. Scott

being first duly sworn depose and say, that I am the ^{owner}
~~contract-purchaser~~ of the following described
real property in the City of Klamath Falls County of
Klamath, State of Oregon, to-wit:

The Southeasterly 96.5 feet of Tract 6 of HOMEDALE, in Klamath County, Oregon

That Dan Paul Brown and Debbie L. Brown
are now in actual and exclusive possession of said premises.

The present improvement on this property was completed 1959

That there has been no construction, alteration, lienable repair, or modernization of the improvement located on the above described property within a period of six months prior to this date, and that no materials have been delivered to said property or labor performed thereon in connection with any such construction, alteration, repair, or modernization within such period, and that there are no claims for either labor or materials involved in any construction or repair on the above described property which would afford a basis for the filing of liens of material men, laborers, contractors, or subcontractors, and that there are now no unpaid outstanding bills for any such material, labor, alteration, or repair upon said property.

This affidavit is made for the purpose of inducing Mountain Title Company
to issue its policy of title insurance insuring the lien of a mortgage upon said premises in favor of First National Bank of Oregon
free of any exception as to the rights or claims of persons in possession or claiming to be in possession not shown of record, and free from any exception as to material or labor liens of which no notice is of record.

Evan L. Scott
Evan L. Scott

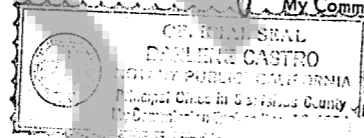
Joan M. Scott
Joan M. Scott

Subscribed and sworn to before me this 24 day of November, 1975

return: 1st National
and taxes P.O. Box 1936
to: Klamath Falls Oregon 97601

NOTARY PUBLIC FOR OREGON

My Commission Expires



RE-100 8-59

STATE OF OREGON, COUNTY OF KLAMATH; ss.
Filed for record at request of MOUNTAIN TITLE CO

this 28th day of NOVEMBER A.D., 1975 at 4:04 o'clock P.M., and duly recorded in
Vol. M 75 of DEEDS on Page 15020

FEE \$ 6.00

WM. D. MILNE, County Clerk
By Hazel Orsage Deputy

Together
the rents,
upon Benef
TO H
three acres
FOR T
of \$ 25
not sooner paid
L. Print
are